Registered No. M.—1175.

S06

The Mysore Gazette.

Vol. 69] PUBLISHED BY AUTHORITY. [No. 35

BANGALORE, THURSDAY, AUGUST 30, 1934.

PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

BANGALORE DISTRICT.

Abstract Notification, dated 6th August 1934.

Tender for Sole Agency for sale of Mysore Government Sandalwood and Lac Products in Berar and Central Provinces.

The attention of the public is invited to the detailed notification, dated 6th August 1934, published on pages 1045-1046, Part VI of the *Mysore Gazette*, dated 16th August 1934.

Abstract Notification, dated 16th August 1934.

The attention of the public is invited to the detailed notification, dated 15th August 1934, regarding sale of Lime stone in certain forests of Satnur Range, Bangalore District, published on pages 1079-1080 of Part VI of *Mysore Gazette*, dated 23rd August 1934.

Notification, dated 18th August 1934.

Tenders will be received by the District Forest Officer, Bangalore, up to 2 P.M., on the 3rd September 1934, for the carting of prepared Sandalwood from the Bangalore Sandal Koti to Bangalore City Railway Station, and rough wood from Bangalore City or Yesvantapur Railway Station to Bangalore Sandal Koti, during the year 1934-35. The tenders will be opened at 3 P.M., on the same day before the tenderers present.

N.B.—1. The approximate quantity of wood to be carried to the Railway Station is 500 tons which may be increased or decreased at the discretion of the District Forest Officer.

2. Carting includes weighing out the sandalwood intended for despatch, counting billets and loading them into motor lorry and unloading the wood from the lorry at the City Railway Station, Bangalore, and loading into the waggons at the Railway Station.

3. In the case of Chiltas, it also includes, preparation of double bags, filling chiltas in bags and duly stitching them afterwards.

4. All the rough sandalwood consignments received by railway from other districts must be carted to the Koti. Carting includes unloading rough wood from wagons at station, loading them into carts, unloading, weighing and stocking them in lots in the Koti. The approximate quantity would be 300 tons. Carriage may be done either by motor lorry or by carts.

II. Tenders should be registered ; insured and superscribed as "*Tender for the carting of sandalwood from the Bangalore Sandal Koti to the Railway Station, and rough wood from Railway Station to Bangalore Koti.*" The tender should be accompanied by a deposit of Rs. 50 (fifty rupees) in currency notes. The rates to be quoted should be per ton of wood, separately for rough and prepared wood.

III. The Chief Conservator of Forests will be at liberty to accept or reject the lowest tender without assigning any reason therefor.

IV. Within seven days from the date of intimation of the fact of approval, the successful tenderer shall furnish a security of Rs. 200 *including the initial deposit in clause* (2) above in the shape of Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, Bangalore District, and execute an agreement binding himself for observing the following conditions, failing which the initial deposit will be forfeited and the contract cancelled :—

Conditions.

(*a*) That he will be bound during the period of contract, to provide the required number of carts or lorries for the despatch of sandalwood, whenever called upon. The lorries must be in good condition and the capacity of the same should not be less than $1\frac{3}{4}$ tons.

(*b*) That in case of failure on his part to furnish the required number of carts of lorries in required time, the Officer in charge of the Koti may make his own arrangements for despatch of the wood making the contractor liable to pay up the extra cost, if any, that may have to be incurred. The contract will also be liable for cancellation at the discretion of the District Forest Officer, on account of such default.

(*c*) The loading and unloading business will be done so as not to give room for leakage or damage of sandalwood and that, in either case, the contractor will be liable to the department for the loss so sustained.

(*d*) That all the loaded carts or lorries will leave the Koti or the Railway Station, as the case may be, at the same time and move on, in one batch under the supervision of the departmental subordinates to be deputed to guard the consignment.

(*e*) That the drivers of carts or lorries should not smoke either in the Koti or while the sandalwood is under transit, and that in the case of danger to the sandalwood by fire, the contractor will be liable to the department for damages.

(*f*) That his coolies and drivers of carts or lorries will submit to the disciplinary measure that may be enforced by the Koti Officer, during working hours.

(*g*) That for failure to fulfil all or any of the foregoing conditions, the contractor will be liable for such fine as the District Forest Officer at his discretion may levy and forfeiture of the security deposit in full or in part to Government. In the case of mere forfeiture of the security deposit amount, the difference shall be made good by the contractor immediately. The contract will also be liable to cancellation at the discretion of the District Forest Officer.

(*h*) No advances will be made to the contractor for this work, but payment will be made by means of cheques on receipt of bills, from the Koti Officer who will prepare the bill after receipt of acknowledgment from the Sandal Oil Factory, Mysore, in the case of good wood and after the issue of Koti receipt in the case of rough wood, subject to the rounding of his bills into annas and rupees, as laid down in G. O. No. Fl. 4683-789—G. F. 85-25-2, dated 18th February 1926.

(*i*) Payment will be made only on the quantities acknowledged by the Factory.

Notification, dated 18*th August* 1934.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Bangalore District, Bangalore, up to 2 P.M., on the 3rd September 1934, for the collection,

rough dressing and carting of dry mature sandalwood and ground-hidden roots from all the ranges of the District to Bangalore Sandal Koti, during the year 1934-35 as detailed below :—

Serial No.	Name of Range	Approximate quantity to be collected	Remarks
		Tons.	
1	Bangalore	20	
2	Anekal	30	
3	Kankanhalli	275*	(* Special extraction area 250—other parts of the Range 25.)
4	Kabbal	15	
5	Satnur Range	10	
6	Closepet	35	
7	Dodballapur	15	
	Total ..	400	275

1. The contract will be for the period ending with 30th June 1935.

2. Tenders may be submitted either separately for each Range or for any number of Ranges, and should specify the rate per ton delivered at Bangalore Sandal Koti.

3. Each tender must be accompanied by a deposit of Rs. 50 (rupees fifty) for each range in currency notes as earnest money, without which, the tender will be rejected. Cover containing the tender should be addressed to the District Forest Officer, Bangalore, duly registered, insured and superscribed "*Tender for the collection and carting of Sandalwood and ground-hidden roots.*" Collection includes uprootal, rough dressing and stocking in a place accessible for carts. Separate rates must be given for collection per ton, carting rates should be given per ton per mile. The tenders will be opened by the District Forest Officer on 3rd September 1934 at 3 P.M., in the presence of such of the tenderers as may be present.

4. The final acceptance of any tender will rest with the Chief Conservator of Forests in Mysore, who does not bind himself to accept the highest or any tender or to assign any reason whatsoever for rejecting the same.

5. The acceptance of any tender will be duly communicated to the successful tenderer and the earnest money of other tenderers will be returned to them.

6. The successful tenderer shall execute a bond on a proper stamped paper embodying terms enumerated below within a week of the receipt of the orders, and shall deposit in Government Savings Bank a sum of Rs. 200 as earnest money for the due fulfilment of the terms of the contract. The deposit referred to here shall also include the earnest money referred to in para 4 *supra*, failing which the initial deposit will be forfeited and the contract will be cancelled.

Conditions.

(*a*) The collection of dead Sandalwood and ground-hidden roots shall be extended to all State Forests, District Forests, Amrut Mahal Kavals, assessed and unassessed Government waste lands and to such of Inam, Jodi, Kayamgutta and Sarvamanya villages as of which, the holders are not entitled to the Sandalwood either by sannads or judicial decrees.

(*b*) With regard to the removal of Sandalwood from private holdings, only such of the trees as have been marked by the departmental subordinates shall be removed with the previous written permission of the Range Officer.

(*c*) The collection shall be confined to dead, fallen and decaying Sandal trees and to ground-hidden roots. On no account shall green and mature trees be uprooted. The axes should not, as far as possible, be used with uprootal and rough preparation of Sandalwood.

(*d*) The Sandalwood uprooted shall be roughly dressed in the jungle, leaving a thin layer of less than half an inch of whitewood and shall be carted to the Koti. Each consignment to the Koti shall be covered by a pass-port issued by the departmental subordinates.

(*e*) The contractor shall further bind himself to collect and cart two-thirds of the contracted quantity before the end of December 1934, and the balance by the 30th June 1935.

(*f*) The successful tenderer shall see that no injury is caused to the State Forests or property situated therein in the course of his operations and in the event of any such occurring through his negligence or of his men, he shall be made liable as per departmental rules.

(*g*) Should the collection and carting of sandalwood to the Koti be found unsatisfactory, the District Forest Officer will immediately cancel the contract and shall make other arrangements for working out the contracted quantity at the risk of the contractor.

(*h*) The contractor shall remove all the scented wood from the pits, from which the trees have been up-rooted.

(*i*) For the breach of any or all of the above conditions, the contractor shall forfeit the earnest money referred to in para 6 *supra* and the undisbursed portion of the money if any, due to him for collection and carting of Sandalwood made till the date of default.

(*j*) Payment of charges shall be made only on net quantity acknowledged by the Koti, *i.e.*, after deducting 2 cwts. and 36 lbs. per ton towards driage in the case of rough wood as per procedure now in vogue upon the production of the Koti receipt for the sandalwood and ground-hidden roots received, and weighed out in the Koti.

(*k*) The contractor shall agree to the rounding of payments of bills into annas and rupees as laid down in Government Order No. Fl. 4683—G. F. 85-25-2, dated 18th February 1926.

Tender Notification, dated 25th August 1934.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Bangalore District, Bangalore, (Sankey's Lodge Malleswaram), up to 2 P.M., on 3rd September 1934 for the purchase of the exclusive right of collecting Minor Forest Produce on all Government unoccupied Lands, Amrit Mahal Kavals, State Forests, Reserved Lands and Plantations for two years, *viz.*, 1934-36 from 1st July 1934 to 30th June 1936, in the following Taluks of the District, Talukwar :—

Name of Taluk

1. Hoskote
2. Devanhalli
3. Dodballapur (only Village Amarayi)
4. Kankanhalli
5. Magadi
6. Anekal
7. Channapatna
8. Nelamangala
9. Closepet
10. Bangalore

N.B.—Village Amarayi of each Taluk is included in this contract as per G. O. No. G. 2754-65—Ft. 274-29-6, dated 4th September 1930.

N.B.—Tender should be given for each Taluk unit separately together with separate earnest money deposit for each unit.

(1) Each tender must be accompanied by an earnest money deposit of Rs. 200 in currency notes and solvency certificate obtained from the Amildar of the Taluk in which the tenderer resides without which the tender will be rejected. Cover containing the tender should be sealed, addressed to the District Forest Officer, Bangalore District, Malleswaram, Bangalore, *duly registered insured and superscribed "Tender for the purchase of Minor Forest Produce and Village Amarayi."* The tenders will be opened by the District Forest Officer at 3 P.M. in the presence of such of the tenderers as may be present.

N.B.—Tenders not received in accordance with the above conditions will be rejected.

Remarks.—(i) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands, which are in the occupancy of private individuals.

Village Amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes :—

(1) Hunse, (2) Mavu, (3) Seege, (4) Cocoanut, (5) Hippe, (6) Neralu, (7) Halasu, (8) Jali, (9) Honge seeds and leaves and (10) Byala.

N.B.—(1) The Government will not make any extra demand for lands resigned from occupation, and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of Produce.

Tamarind fruit
Seege kayi
Gum
Honey
Bees-wax
Kapilarang
Gerubija or marking nut
Wood apple
Lichens
Maradipoppu or charpoppu
Horns
Hides
Tarikayi
Kanchagache
Gallnut
Antavaladakai
Guricharlu
Wild castor seeds (State Fts.)
Kan pepper
Kan cardamom
Marsani buds
Halmaddi
Hulgal seeds
Cinnamon seeds
Vetehuli
Bende fibre
Wild olive
Silk cotton
Kirichal (State Forest)
Bendu do
Linseed
Bolar bark
Pot stone
Rampatre or kanpatre
Jungle saffron
Patanga
Bones
Maddi
Chilladabija
Chagachebija
Guggala
Nim seeds
Cashewnut
Pappalichakke
Hippe seeds
Mango fruits
Kalluhuvu
Makliberu (State Forest)
Sogadeberu do
Kakkekayi
Somechekke
Lebi fruit
Inglara
Nili seeds
Nux-vomica

Remarks.—The following produce in the locality mentioned below is excluded from the list of produce detailed above, as it will be sold as independent item :—

N.B.—Maradi of Bangalore, Sambargida is not included in this contract.

Bangalore District—Marady seeds, Nux-vomica and Mango of Jarakabande Kaval and Hunse crop in Jakkur, Byrasettihalli, Allalasandra and Kadagudi plantations in the Bangalore Range and Dividivi of all the plantations in the Bangalore Range.

1. Defaulters on account of previous leases will not be permitted to offer their tender.

2. The tenderer shall deliver his solvency certificate to the officer receiving the tender and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful tenderer will be returned immediately after the final acceptance of any tender.

3. The exclusive right of collecting and removing the produce above described will be disposed of to the highest tenderer, subject to the final acceptance of the tender and confirmation of the Chief Conservator of Forests who, at his discretion, may accept or reject the highest or any other tender, without assigning any reason therefor.

4. The successful tenderer shall, immediately after the receipt of communication of the acceptance of the tender, credit into the Government Treasury, one-quarter of the total tender amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right, but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

5. If the tender is not accepted and confirmed by the authority concerned, all moneys paid will be refunded to the party.

6. Within fifteen days of the intimation of the confirmation of the tender, the successful tenderer shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default, either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

7. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

First khist	on or before	1st November 1934.
Second	do	1st March 1935.
Third	do	1st July 1935.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government, less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer, and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1936, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands, and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor forest produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

8. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

B. MADHAVA RAO.
District Forest Officer.